

COLLECTIVE BARGAINING AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA**

and

PARAPROFESSIONAL UNIT

EFFECTIVE DATES

**July 1, 2025
to
June 30, 2028**

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AGREEMENT

Between

Paraprofessional Unit and Independent School District No. 709 St. Louis County, Minnesota

PREAMBLE

THIS AGREEMENT was entered into by and between **AFSCME Council 5, Local 66 and Independent School District No. 709**, St. Louis County, Minnesota.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Union Recognition and Unit Description

Section 1 - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

Section 2 - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Definitions

The term **"School Board"** as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term **"Employer"** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term **"School District"** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term **"Union"** as used in this contract shall mean AFSCME Council 5, Local 66.

The term "**Appointing Authority**" as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term "**Permanent Position**" means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term "**Temporary Employee**" means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term "**Employee**" means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for them pending their return.

The term "**Substitute**" means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms "**Class**" or "**Class of Positions**" means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms "**Title**," "**Class Title**," or "**Classification Title**" means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

ARTICLE 3

Re-Employment Right

Section 1 - Re-Employment List. The name of any person holding a permanent position in the classified service who has performed their duties satisfactorily and has been laid off without fault on their part, or of any person on probation who has performed their duties satisfactorily and has been laid off without fault on their part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn their resignation, and who has not been restored to their position.

Section 2 - Arrangement of Names on Re-Employment List. The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of any person who, without giving a satisfactory reason, refused to accept an appointment offered to them or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail and e-mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position

they will stay on the re-employment list. Notification will be made to the union Chair and the AFSCME Field Representative if any changes are made to the re-employment list related to this section.

Section 3 - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

ARTICLE 4

Management Rights

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

ARTICLE 5

Seniority

Section 1 - Seniority shall be determined by start date in the unit.

Section 2 - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and parental, shall not be counted toward seniority.

Section 3 - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest their seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed their seniority as listed.

Section 4 - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, a representative of human resources and a representative of the union (field representative or elected officer) will conduct a traditional lot draw to decide seniority order within 14 days of start date of each occasion beginning with the 2025/2026 school year.

ARTICLE 6

Probation

Section 1 - Probation Period. Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on their part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving their remaining initial probation period, but in no case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if the employee fails to complete all professional development requirements.

Section 2 - Rejection on Probation. The appointing authority may at any time before the expiration of the probation period according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes

effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant their recommending that the employee be granted permanent status, the employer may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List. Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position the employee has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which the employee was promoted if it is not occupied by a permanent employee, and in case the employee is not restored to their former position, the appointing authority shall place their name on the re-employment list.

ARTICLE 7

Vacancies, Transfers, Promotions, Demotions, Reclassifications

Section 1 - Vacancies. A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy. Child-specific positions where the student is moving schools shall not be considered a vacancy unless the currently assigned employee chooses not to move with the student. When a program is transferred to a different location, the associated paraprofessional position is not a vacancy unless the current paraprofessional chooses not to move with the program.

Section 2 – Employees may bid on and accept only one (1) bid per school year, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies shall be filled by most senior capable, qualified and eligible bidders

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

Option. The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an **"option"**. Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

Section 3 – Posting Vacancies Will Occur as Follows. Postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on their behalf with the Human Resources Department.

Section 4 – Temporary Re-Assignments.

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for no more than 14 calendar days to cover the shortage. A list of volunteers will be created by the District. Volunteers will receive \$1.00 for elementary and \$2.00 for secondary per hour extra for hours served in a temporarily reassigned position. If there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade. If a reassignment is needed related to extreme staffing shortages, notification shall be made to the union Chair and the AFSCME Field Representative

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

Section 5- Prep Time and Clean Up/Report Time. Any employee may, with the approval of their classroom teacher, the school principal or other administrator, work an additional 15 minutes before and/or 15 minutes after regular school hours. The addition of the additional time cannot be utilized if it places a non-benefit eligible employee into benefit eligible status. Additionally, paraprofessionals may be asked to attend a monthly staff meeting, and/or other role specific meetings outside their normal work hours and employees will be paid for all time attending.

Section 6 – Overtime. Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) their regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or their designee. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 7– Lunch Period. Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school's regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

Section 8 – Classifications. The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

Section 9 – Pay Periods, Direct Deposit, Rates of Pay.

- a. Employees shall be paid bi-weekly. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net wage or wages owed to such employees.
- b. Twice-monthly Pay Schedule: Commencing July 1, 2024 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend

or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

- c. Wage rates and step procedures shall be paid to all employees as per Addendum A1.
- d. When an employee is promoted to a position with higher pay, the employee's wage shall be increased to that wage in the new pay range, which is commensurate with their education attainment and experience at the time of the promotion, or their current step column, whichever is greater.. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section f.
- e. When employees are demoted to a lower classified position, they shall receive the hourly rate of pay which is in the same step column that they currently occupy and continue to progress through the steps.
- f. When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.
- g. Newly hired employees shall be hired on the wage schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the wage schedule. Employees thereafter shall advance steps based on the timelines set forth in the wage schedule.
- h. Except those specified to the contrary in Section d., employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time the employee shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.
- i. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.
- j. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.
- k. Appointing authority shall make recommendations to the School Board for demotion. The appointing authority proposing the demotion of an employee shall make their recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that the employee may grieve pursuant to Article 13 if the employee does not agree with the appointing authority's recommendations.

Section 10 – Additional Compensation

a. SubAlt Program Coverage

A Paraprofessional assigned to the Sub-Alt program will receive a stipend of five dollars (\$5.00) per class period when the class rosters total fifty (50) or more students. This stipend will be issued first to assigned Supervisory Assistant Paraprofessional, and then to other paraprofessionals in the building. Building administration will

determine the selection of paraprofessionals for this Sub-Alt assignment based on schedule availability, not seniority.

b. Substitute Pay

A paraprofessional employee who is appropriately licensed as a teacher by Minnesota Professional Educator Licensing and Standards Board (PELSB) may internally substitute for a licensed teacher. Employees who possess a current teaching license and are interested in being considered for substitute opportunities should advise Human Resources. Upon verification of PELSB licensure, these employees will be added to a substitute list at their site.

No employee shall be required to work as a substitute teacher. However, in an emergency situation or when other substitutes are unavailable, a qualified employee may be requested to substitute for a teacher in their building. In such cases, they will be compensated at either the substitute teacher rate of pay or their current rate of pay within the unit, whichever is greater.

c. Mentorship Pay

To support the successful integration of newly hired paraprofessionals, the District/School will implement a Paraprofessional Mentorship Program. Experienced paraprofessionals, selected based on their demonstrated performance and willingness to guide new colleagues, may serve as mentors. All new paraprofessional hires will be assigned a mentor for a specified initial period, with mentors committed to providing orientation, ongoing support, and periodic check-ins, while mentees are expected to actively engage with their mentor and utilize the guidance provided. The District/School will oversee the program, mentor-mentee pairings and providing necessary resources. Mentors will receive a stipend of \$250 per semester for their participation. All interactions within the program will uphold confidentiality consistent with District/School guidelines.

ARTICLE 8

Displacement/Layoff Procedure

Section 1 – When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week during a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

- a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement.
- b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

CLASSIFICATION I	
Early Childhood Supports and Screening Assistant	Special Education BW ESCE Paraprofessional
ECFE Paraprofessional	Special Education BW Paraprofessional
Health Paraprofessional	Special Education Child-Specific Paraprofessional
HeadStart Paraprofessional	Special Education Paraprofessional/Child Specific
Instructional Paraprofessional	Special Education Program Paraprofessional
Preschool Paraprofessional	Supervisory Paraprofessional

CLASSIFICATION II	
Attendance Coordinator	Mental Health Practitioner-Check and Connect
American Indian Home School Liaison	Physical Therapy Assistant (PTA)
Certified Lifeguard Paraprofessional	Pre-licensed ASL Interpreter
Certified Occupational Therapy Assistant (COTA)	Pre-licensed Cued Speech Transliterater
Community Liaison Paraprofessional	Special Education Paraprofessional/LPN
Cultural Immersion Program Paraprofessional	Special Education Paraprofessional/ RN
Health Paraprofessional/LPN	Technical Tutor
Language Facilitator-Sign	Technical Tutor/Auto Mechanic
Licensed Cued Speech Transliterater	Technical Tutor//Evaluation & Testing
Licensed Sign Language Interpreter/Transliterater	Technical Tutor/Graphic Arts
Management Information Systems Paraprofessional	Technical Tutor/Industrial Technician
Mental Health Practitioner	Transition Liaison Paraprofessional

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

- c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
- d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
- e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.
- f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
- g. This Article shall be grievable pursuant to Article 13 of this Agreement.

Section 2 – In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

Section 3 – Employees Choosing Not to Exercise Their Bumping Rights. Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off. Such employees may apply for substitute positions but shall not be given first preference as covered by 1I of this Article.

Section 4 – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

ARTICLE 9

Summer Work Assignments

Section-1 - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

- a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.

- b. By total School District seniority per request of those who qualify.
- c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

Section—2 - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

- a. Offered first to the employee who performed the job during the school year.
- b. Offered to the most senior employee in the program classification as defined in Article 8.
- c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
- d. By total School District seniority.

All employees who are employed during the summer recess shall be paid at the rate of the classification in which they are assigned.

Employees will accrue sick leave during summer work assignments.

ARTICLE 10 Resignations

Section—1 - Resignations. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to the employee leaving on shorter notice.

Section—2 - Resignations Without Notice. If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on the employee's personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application for employment in the School District.

Section—3 - Resignations May Be Withdrawn. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw their resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, the employee may, upon written request to the appointing authority, have their name placed on the re-employment list.

Section—4 - Resignation May Be Presumed in Certain Cases. Any employee who is absent from duty for three (3) consecutive business days without notifying their supervisor and securing, or who fails to return to work within five (5) work days after a leave's expiration, may be considered to have resigned without notice. This presumption does not apply if the employee can demonstrate sufficient and good cause for the absence or failure to notify, particularly if the absence is related to a protected leave provided under state or federal law, or established District policy.

ARTICLE 11 Suspensions and Removals

Section—1 - Suspension. The appointing authority and, in their absence, the designee acting in their place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of their duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

Employee to Be Notified of Suspension. In case the appointing authority or their designee acting in their place suspends any employee, the employee shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to the employee's last known address; the employer shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that the employee may grieve pursuant to Article 12 if the employee disagrees with the action of the appointing authority.

Section-2 - Removals. Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

Causes for Removal. The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

- a. That the employee is incompetent or inefficient in the performance of their duties.
- b. That the employee has been wantonly careless or negligent in the performance of their duties.
- c. That the employee has been brutal in their treatment of public charges, fellow employees, or other persons.
- d. That the employee has been offensive in their conduct toward their fellow employees or the public.
- e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates them for the proper performance of their duties.
- f. That the employee has failed to follow reasonable direction given them by their supervisor when such violation or failure to follow amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.
- g. That the employee has been convicted of a criminal offense.
- h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
- i. Employee's job performance is impaired due to their tardiness or absence from work.
- j. That the employee removed public or personal property from their place of employment without the owner's or supervisor's approval.
- k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

Section-3 - Who May File Removal Charges. The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

Section-4 - Charges to State Grounds for Removal. Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges for the good of the School District" be considered reason for removal.

Section-5 - Appointing Authority to Mail Notice of Charges to Employee. Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that the employee may grieve

the matter pursuant to Article 12 of this Agreement if the employee does not agree with the action of the appointing authority.

Section-6 - Removed Employee Not Eligible to Compete for Future Employment. Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District. Any formal disciplinary action (including but not limited to written warnings, reprimands, or suspensions) placed in an employee's personnel file shall not be considered for the purpose of escalating progressive disciplinary action ten (10) years after the date of its issuance, provided that the employee has not received any further formal disciplinary action during that ten (10) year period. While the record of such disciplinary action may remain in the employee's personnel file, it shall not serve as a basis for determining the level or severity of any subsequent disciplinary action taken against the employee after this period has elapsed.

ARTICLE 12

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions "A ***Grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

The ***Aggrieved Employee***" is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

The term ***Days***" when used in this grievance procedure shall refer to working days.

Representation Rights

Section-1 - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

Section-2 - The aggrieved employee reserves the right to be represented by a representative of their choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be their designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express their views at all steps of this grievance procedure.

Step 1

The aggrieved employee shall present their grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file their grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then their immediate supervisor, other than a member of the Teacher's' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge,

the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to them.

Step II

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or their designee shall set a hearing within twenty (20) days of the filing of an appeal with them by the aggrieved employee, or within twenty (20) days of communication to (the Human Resources Manager or their designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or their designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of their decision in writing within ten (10) days of the hearing.

Arbitration

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make their decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter, or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement, nor shall the employee have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

Miscellaneous Provisions

Section- 1 - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event, or default of the School District, School Board' it's employees, agents, or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving

the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

Section 2 – The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

Section- 3 - Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

Section- 4 - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

Section- 5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

Section- 6 - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during work hours.

Section- 7 - Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE 13

Leaves

Section 1 - Sick Leave.

- a. **Accrual and Use of Leave:** Employees holding a position in the classified service shall be granted sick and safe leave with full pay from the commencement of employment at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Employees will accrue sick leave during summer work assignments. Employees shall be eligible to use accrued sick and safe leave as it is accrued.
- b. **Notification and Approval:** To obtain approval for use of sick and safe leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 19, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)

- c. **Permitted Uses of Leave and Family Definition:** Employees are allowed to use accrued sick and safe leave for all purposes and for all "family members" as defined by Minnesota Statutes §§ 181.9445 to 181.9448, concerning earned sick and safe time, and any applicable local ordinances, whichever provides more favorable benefits to the employee. This includes, but is not limited to, absences due to the employee's own illness, injury, or health condition, or for the care of a covered family member, as well as absences for reasons related to domestic abuse, sexual assault, stalking, or public health emergencies.
- d. **Documentation:** The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive scheduled workdays, as consistent with Minnesota Statute and applicable federal law. Such documentation shall not require disclosure of details. The School District may require documentation only under the guidelines of Minnesota Statutes §§ 181.9445 through 181.9448 and applicable federal law or if there is a suspicion of abuse of leave.
- e. **Death in Family.** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their family (as defined by Minnesota Statutes §§ 181.9445 to 181.9448. This leave shall be deducted from sick leave if available. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
- f. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 10 to a position in the classified service, shall have their previously accumulated and unused balance of sick leave reinstated and placed to their credit.
- g. **Sick Leave Bank.** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three members appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or their designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or their designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

Section- 2 - Special Leave of Absence.

- a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase their usefulness on their return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from their regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this Article. The leave of absence will be considered a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of their intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.
- b. **Unpaid Leave.** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, their request for unpaid leave stating the reason the request should be granted, the date when the

employee desires the leave to begin, and the probable date of their return. A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.

- c. **Union Leave.** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

- d. **Reinstatement after leave.** An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.
- e. Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.
- f. Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.
- g. When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

Section— 3 - Special Leave of Absence (FMLA & Parental).

- a. **Parental Leave.** Up to six (6) months of unpaid parental leave shall be granted to a parent in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a parental leave, the employee must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the birthing parent, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the School District experiences a layoff and the employee would have lost their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act Policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act Policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual Agreement of the School District.

- b. **Special Leave of Absence (FMLA).** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

Section- 4 - School Board to Determine Status of Employee on Return.

- a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to their former position on their return from such leave or whether their name shall be placed on the re-employment list. Employees are normally reinstated to their original position where the leave is mandated by state statute.

Section- 5 - Military Leave of Absence.

- a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same wage step which the employee would have received had the employee not taken such leave and shall be upon the following conditions:
 - 1. That the position has not been abolished;
 - 2. That the employee is not physically or mentally disabled from performing the duties of such position;
 - 3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
 - 4. That the employee submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.
- c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- d. **Employee on Probation May Receive Military Leave of Absence.** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that the employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served

and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if the employee is physically and mentally able to perform the duties of the position, be reinstated to the position which the employee held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.

- e. ***Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.*** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.
- f. ***Name of Substitute to Be Placed on Re-Employment List.*** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.
- g. ***Substitute May Be Appointed as Regular Incumbent.*** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.
- h. ***Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.*** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.
- i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which the employee is assigned, or the commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the School District during the time the employee is working.

Section— 6 - Jury Duty.

- a. When an employee is selected for jury duty, upon prompt notification to their supervisor, the employee shall be released from their regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.
- b. While on jury duty an employee will be paid the regular contractual wage of the job, which they were scheduled to work.

Section— 7 - Any other reason for which the granting of a leave of absence is required by law.

Section— 8 - Any paraprofessional on leave of absence may, if the employee so elects, remain in the School District's hospitalization group provided the employee pays all the premiums in advance to the School District.

Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.

- a. ***Holidays.*** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:
 - Labor Day
 - Education Minnesota in October
 - Thanksgiving -Fourth Thursday in November
 - The day after Thanksgiving
 - Christmas Eve – December 24

Christmas Day – December 25
 New Year's Eve Day – December 31
 New Year's Day – January 1
 Martin Luther King Jr. Day
 President's Day – Third Monday in February
 First day of spring recess
 Memorial Day – Last Monday in May

For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, or for employees who have accepted a summer assignment and work 16 hours a week during the months of June and July, Juneteenth and July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

- b. **Personal Leave.** All employees within the bargaining unit may take three (3) paid personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will not be deducted from the employee's sick leave balance, and may be used on non-contract days during the contract year.
- c. **School Closing.** When a school or schools are closed by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first two days with no deduction from the employee's sick leave balance. For days three through seven, e-learning will be utilized. Any additional days beyond seven will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.
- d. **D. Two Hour Late Start.** When a school or schools start two (2) hours late by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

Section 10 – Vacations. Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive or accept an assignment to be worked during the summer months, and work a minimum of ten (10) hours per week during the summer months shall be entitled to earn vacation in accordance with the following schedule:

Number of Weeks Worked	Vacation Earned
41	3 Days
42	3 Days
43	4 Days
44	4 Days
45 or More	5 Days

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding

twelve (12) month period at times that meet with the approval of the employee's supervisor. Vacation days may be used on non-contract days during the contract year.

ARTICLE 14

Employee Personnel Files and Policies

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

Section 1 - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

Section 2 - All service ratings shall be reviewed with the employee by their supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that the employee has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

ARTICLE 15

Union Security

Section 1 - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "*fair share*" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

Section 2 - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 16

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

ARTICLE 17

No Strike Clause

AFSCME Council 5, Local 66 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement, except as otherwise permitted by law.

ARTICLE 18

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 19

Insurance and Hospitalization Coverage

Section 1 – Eligibility. The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

Section 2 – Dental. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 3 – Life Insurance. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional life insurance. Only

such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 4 – Long Term Disability (LTD). The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of wage without any maximum wage limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payments added to their taxable wage provided the employee authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

Section 5 – Leaves of Absence. No benefits shall be lost by the Employee during unpaid leaves of absence thirty-one (31) calendar days or less, unless not qualified under Section 6. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay for greater than 31 days, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

Section 6 – Summer Coverage. Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, medical leave, or FMLA on the last day of the school year to be eligible for July and August.

Section 7 - Health Care Savings Plan (HCSP).

1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

Section 8 - Dental. The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

ARTICLE 20
Work Related Damage to Personal Items

When an employee, while on the job with ISD 709, suffers the loss of their eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

ARTICLE 21
Professional Development

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least seven (7) days of job appropriate in-service training to be offered based on the training calendar. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a paraprofessional calendar, including a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals. All employees should refer to the calendar for required work and training dates.

Additional Voluntary Training

Paraprofessionals who participate in voluntary online training will be compensated at their regular hourly rate of pay for up to a maximum of 16 hours; and compensation for these hours shall not include any form of overtime pay, regardless of the paraprofessional's total weekly hours;

Paraprofessionals are eligible to receive the online training compensation if the following criteria is met:

1. All voluntary training sessions must be pre-approved by the District; and paraprofessionals must either choose an online training that is on the pre-approval list, or seek approval from their supervisor prior to commencing the online training to ensure eligibility for compensation;
2. All voluntary training sessions must be completed between the start of the paraprofessional work year and by April 30; and not during regular working hours;
3. That paraprofessionals are required to submit certificates of completion, for each online training session, indicating the hours of training, to the Human Resources Offices or emailed to humanresources@isd709.org no later than May 1;
4. Employees who do not meet the requirements set forth above are not eligible for the additional online training compensation.

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ARTICLE 22
Renewal

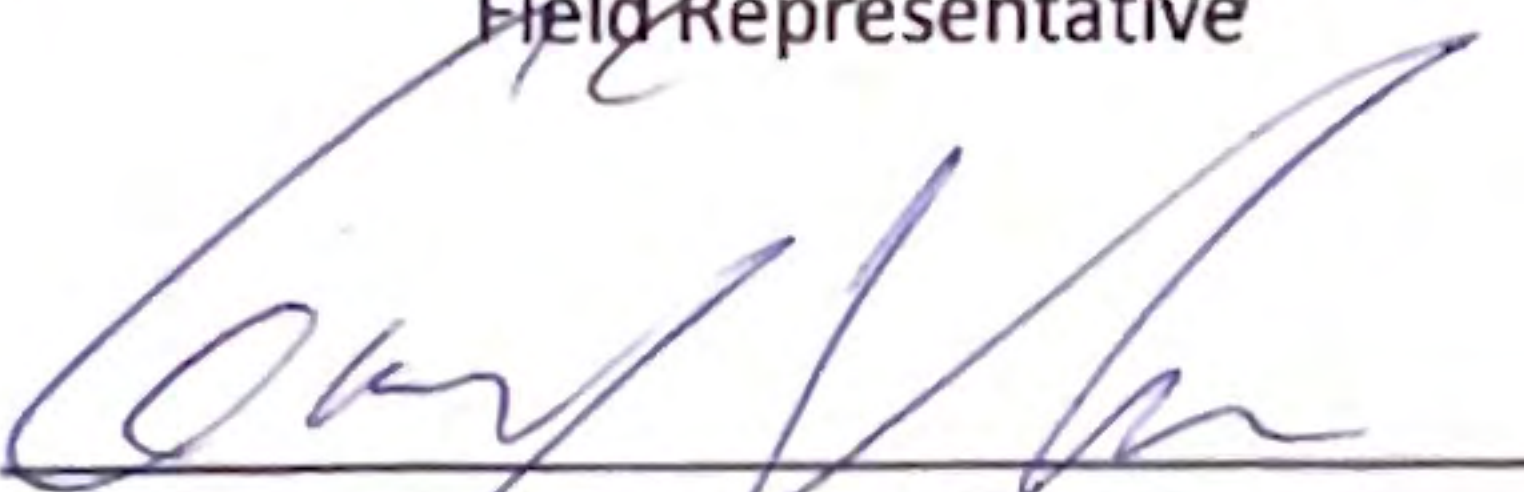
Section 1 - This Agreement shall continue and remain in full force and effect until the first day in July 2025, and from year to year thereafter unless either party hereto shall give written notice to the other not less than sixty (60) days prior to June 30, 2028; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement.

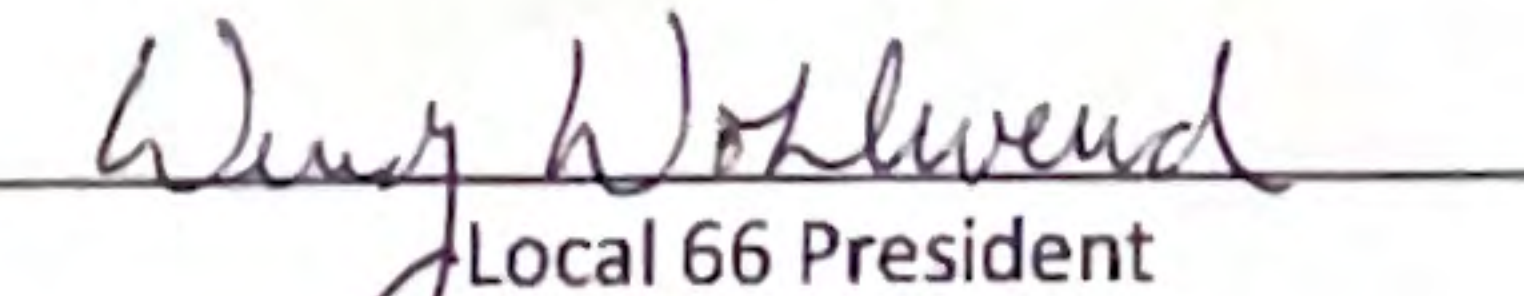
Section 2 - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

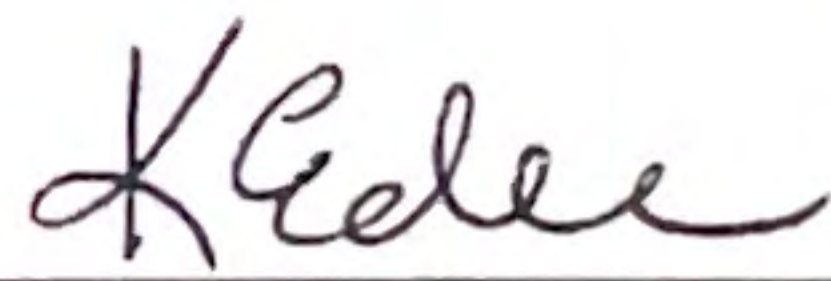
AFSCME COUNCIL 5, LOCAL 66

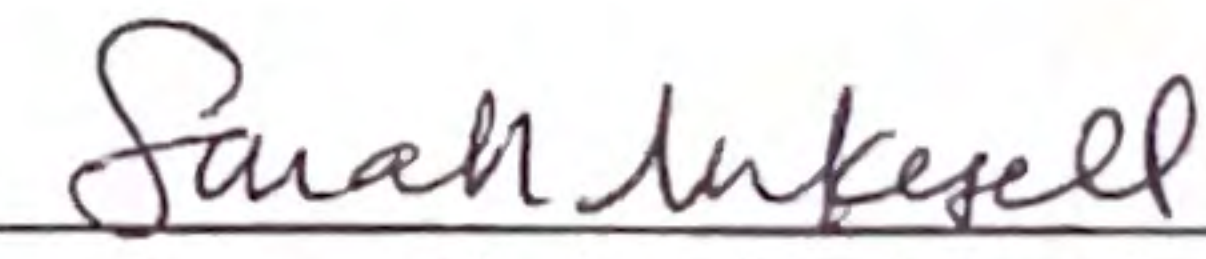
By: 
Field Representative

By: 
Field Director

By: 
Local 66 President

INDEPENDENT SCHOOL DISTRICT NO. 709

By: 
Chairperson, School Board

By: 
Clerk, School Board

ADDENDUM A1
2025-2026 WAGES

Pay Group	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	19.23	20.19	20.39	20.59	20.80	21.01	21.22	21.43	21.81
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	20.45	21.47	21.68	21.90	22.12	22.34	22.56	22.79	23.02
C	Attendance Coordinator Certified Occupational Therapy Assistant (COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterators* *Must have completed certification as required for District reimbursement. Special Education /LPN	25.92	26.44	26.7	26.97	27.24	27.51	27.79	28.07	28.35
D	Licensed Cued Speech Transliterators Licensed Sign Language Interpreter/Transliterators Special Education /RN	31.1	31.72	32.99	34.06	35.17	36.49	37.68	38.9	40.16

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

**ADDENDUM A2
2026-2027 WAGES**

Pay Group	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	19.61	20.59	20.80	21.00	21.22	21.43	21.64	21.86	22.25
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	20.86	21.90	22.12	22.35	22.56	22.81	23.02	23.25	23.48
C	Attendance Coordinator Certified Occupational Therapy Assistant (COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterators* *Must have completed certification as required for District reimbursement. Special Education /LPN	26.44	26.97	27.23	27.51	27.78	28.06	28.35	28.62	28.91
D	Licensed Cued Speech Transliterators Licensed Sign Language Interpreter/Transliterators Special Education /RN	31.72	32.35	33.65	34.74	35.87	37.22	38.42	39.68	40.96

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

**ADDENDUM A3
2027-2028 WAGES**

Pay Group	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	20.01	21.01	21.21	21.42	21.64	21.86	22.08	22.30	22.69
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	21.28	22.34	22.57	22.80	23.01	23.26	23.48	23.71	23.95
C	Attendance Coordinator Certified Occupational Therapy Assistant(COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterator* *Must have completed certification as required for District reimbursement. Special Education /LPN	26.97	27.51	27.78	28.06	28.34	28.62	28.91	29.19	29.48
D	Licensed Cued Speech Transliterator Licensed Sign Language Interpreter/Transliterator Special Education/RN	32.36	33.00	34.32	35.44	36.59	37.96	39.19	40.47	41.78

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

ADDENDUM A4

COMPENSATION AND POSITION RECONCILIATION

This Addendum, entered into by and between Independent School District No. 709 (hereinafter "School District") and **AFSCME Council 5, Local 66** (hereinafter "Union"), serves to clarify terms related to position adjustments and compensation for the **Paraprofessional Unit** for the 2025-2028 Contract years.

Reconciliation of Prior Offers: In the event that offers of employment or position changes, including initial placements or adjustments, were extended to employees prior to the School Board's approval of this Agreement, such offers shall be considered provisional and subject to the final terms and conditions outlined in this Agreement. Upon School Board approval, any discrepancies between such prior offers and the approved pay groups and pay steps of this Agreement shall be reconciled. Affected employees will be notified in writing of any necessary adjustments to their pay group, pay step, or effective date of compensation, ensuring adherence to the terms of this fully executed Agreement. Any resulting adjustments will be made retroactively to the effective date of position changes and compensation under this Agreement, if applicable, to prevent any loss of appropriate compensation due to the timing of the approval process.

Prevention of Missed Adjustments: The School District and the Union commit to a diligent process to ensure that no employee's position adjustment, pay group, or pay step change is inadvertently missed or incorrectly applied due to the timing of this Agreement's approval or any subsequent administrative processes. The School District shall provide the Union with a list of all employees impacted by position adjustments as described in this Agreement within thirty (30) calendar days of School Board approval, for review and verification. Any identified discrepancies or omissions shall be promptly addressed and rectified.

CALENDAR

School Year 2025-2026
Independent School District #709
Duluth, Minnesota

2025-2026

School Year Begins*	August 25, 2025
School Year Closes*	June 5, 2026
Opening of School (with students)	September 2, 2025
Staff Professional Development	August 25, 2025
Staff Meeting/Professional Development	August 26, 2025
Professional Development/Work Day	August 27, 2025
Paraprofessional Work Day	August 28, 2025
No School Staff/Students (Non-Contract Day)	August 29, 2025
Labor Day	September 1, 2025
Teachers Convention (MEA)	October 16-17, 2025
Professional Development Day	November 3, 2025
Thanksgiving & Friday following	November 27-28, 2025
Professional Development Day	December 8, 2025
Winter Recess	December 24, 2025 – January 2, 2026
Professional Development Day	January 16, 2026
Martin Luther King Jr. Day	January 19, 2026
President's Day	February 16, 2026
Winter Break	February 16-20, 2026
Professional Development Day	March 2, 2026
Spring Break	March 30 – April 3, 2026
Professional Development Day	May 4, 2026
Memorial Day	May 25, 2026
*August 25, 2025 is the start date for all paraprofessionals	
*June 5, 2026 is a regular work day for all paraprofessionals	
See 2025-2026 Paraprofessional Calendar for other Holidays and Non-Contract Days	

2025-26 Paraprofessional Calendar

Work Start - 8/25/2025 Work End - 6/05/2026

JULY 2025							AUGUST 2025							SEPTEMBER 2025							OCTOBER 2025						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
		1	2	3	4	5						1	2		1 Labor Day	2	3	4	5	6				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17 MEA	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
27	28	29	30	31			24	25 Staff Development	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				
NOVEMBER 2025							DECEMBER 2025							JANUARY 2026							FEBRUARY 2026						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
						1		1	2	3	4	5	6					1 NY Day	2	3	1	2	3	4	5	6	7
2	3 Staff Dev	4	5	6	7	9	7	8 Staff Dev	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16 Staff Dev	17	15	16 Pres Day	17	18	19	20	21
16	17	18	19	20	21	22	21	22	23	24 Christmas Eve/Day	25	26	27	18	19 MLK Day	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27 Thanksgiving	28	29	28	29	30	31 NY Eve				25	26	27	28	29	30	31							
30																											
MARCH 2026							APRIL 2026							MAY 2026							JUNE 2026						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
1	2 Staff Dev	3	4	5	6	7				1 Spring Brk	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4 Staff Dev	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25 Mem Day	26	27	28	29	30	28	29	30				
														31													

Para Paid Day (if normal work day)
 Staff Development/Para Workday
 Non-Contract Days
 Pay Days - paid 2 weeks behind

Holiday (paid if regularly scheduled to work on that day): Labor Day, MEA Friday, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr Day, Presidents' Day, First day of Spring Recess (Wednesday), Memorial Day